

# Senate Bill 707

Sponsored by COMMITTEE ON ENVIRONMENT AND NATURAL RESOURCES

## SUMMARY

The following summary is not prepared by the sponsors of the measure and is not a part of the body thereof subject to consideration by the Legislative Assembly. It is an editor's brief statement of the essential features of the measure **as introduced**.

Requires seller of real property to obtain septic system inspection report and provide copies to Department of Environmental Quality and to each buyer that makes written offer to purchase. Allows buyer to withdraw buyer's offer within three days after receiving septic system inspection report or to revoke offer anytime before closing for failure or refusal of seller to provide septic system inspection report with seller's disclosure document.

## A BILL FOR AN ACT

Relating to inspection of residential septic systems; creating new provisions; and amending ORS 105.462, 105.464, 105.475 and 105.485.

**Be It Enacted by the People of the State of Oregon:**

**SECTION 1.** ORS 105.462 is amended to read:

105.462. For purposes of ORS 105.462 to 105.490:

(1) "Financial institution" has the meaning given that term in ORS 706.008. "Financial institution" includes a:

(a) Trust company, as that term is defined in ORS 706.008;

(b) Mortgage banker, as that term is defined in ORS 86A.100;

(c) Mortgage broker, as that term is defined in ORS 86A.100; and

(d) Consumer finance company that is licensed under ORS chapter 725.

(2) "Real estate licensee" has the meaning given that term in ORS 696.010.

**(3) "Seller's disclosure document" means:**

**(a) A seller's property disclosure statement required by ORS 105.464; and**

**(b) A septic system inspection report required by section 3 of this 2011 Act.**

**(4) "Septic system" means a domestic septage treatment component or system, as described in ORS 454.782 (3), or a component or system that is similar to components or systems described in ORS 454.782 (3).**

**SECTION 2.** Section 3 of this 2011 Act is added to and made a part of ORS 105.462 to 105.490.

**SECTION 3.** (1) Except as provided in ORS 105.475 (4), when real property described in ORS 105.465 (1) has a septic system, the seller shall:

**(a) Obtain a septic system inspection by a person licensed or permitted under the program established under ORS 454.792 before selling the real property;**

**(b) Provide a copy of the septic system inspection report to each buyer that makes a written offer to purchase the real property; and**

**(c) Provide a copy of the septic system inspection report to the Department of Environmental Quality.**

**(2) A buyer may withdraw the buyer's offer to purchase real property within three days**

**NOTE:** Matter in **boldfaced** type in an amended section is new; matter *[italic and bracketed]* is existing law to be omitted. New sections are in **boldfaced** type.

1 after receiving the copy of the septic system inspection report.

2 (3) The department may adopt rules to administer this section, including rules that ex-  
3 empt areas of this state in which the public health risk from a failed septic system is mini-  
4 mal.

5 **SECTION 4.** ORS 105.475 is amended to read:

6 105.475. (1) If a seller issues a seller's [*property disclosure statement*] **disclosure document** and  
7 a buyer has not then delivered to the seller a written statement waiving the buyer's right to revoke  
8 the buyer's offer, the buyer shall have five business days after delivery of the seller's [*property dis-*  
9 *closure statement*] **disclosure document** to revoke the buyer's offer by delivering to the seller a  
10 separate signed written statement of revocation disapproving the seller's disclosure.

11 (2) If a buyer fails to timely deliver to a seller a written statement revoking the buyer's offer,  
12 the buyer's right to revoke the buyer's offer expires.

13 (3) If a buyer closes the transaction, the buyer's right to revoke based on ORS 105.462 to  
14 105.490, 696.301 and 696.870 is terminated.

15 (4) If the seller fails or refuses to provide a seller's [*property disclosure statement*] **disclosure**  
16 **document** as required under this section, the buyer shall have a right of revocation until the right  
17 is terminated pursuant to subsection (3) of this section.

18 (5) If the buyer revokes the offer pursuant to this section, notwithstanding ORS 696.581, the  
19 buyer is entitled to immediate return of all deposits and other considerations delivered to any party  
20 or escrow agent with respect to the buyer's offer, and the buyer's offer is void.

21 (6) When the deposits and other considerations have been returned to the buyer, upon the  
22 buyer's signed, written release and indemnification of the holders of the deposits and other consid-  
23 erations, the holders are released from all liability for the deposits and other considerations.

24 (7) Any seller's [*property disclosure statement*] **disclosure document** issued by the seller is part  
25 of and incorporated into the offer and the acceptance.

26 **SECTION 5.** ORS 105.485 is amended to read:

27 105.485. The burden of proof of lawful delivery of a [*seller's property disclosure statement*]  
28 **seller's disclosure document**, and any amendment [*thereto*] **to the seller's disclosure document**,  
29 is on the seller. The burden of proof of lawful delivery of a notice of revocation of a buyer's offer  
30 is on the buyer.

31 **SECTION 6.** ORS 105.464, as amended by section 14a, chapter 591, Oregon Laws 2009, is  
32 amended to read:

33 105.464. A seller's property disclosure statement must be in substantially the following form:

34  
35  
36  
37  
38 If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's  
39 property disclosure statement to each buyer who makes a written offer to purchase real property  
40 in this state:

41  
42  
43  
44 INSTRUCTIONS TO THE SELLER  
45

Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475 (4), you should date and sign each page of this disclosure statement and each attachment.

Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475 (4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.

An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase anytime prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

**(DO NOT FILL OUT THIS SECTION UNLESS YOU ARE CLAIMING AN EXCLUSION UNDER ORS 105.470)**

**Section 1. EXCLUSION FROM ORS 105.462 TO 105.490:**

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely.

Initial only the exclusion you wish to claim.

\_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) #\_\_\_\_\_, issued by \_\_\_\_\_.

\_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent or trustee, or by foreclosure or deed in lieu of foreclosure.

\_\_\_\_\_ The seller is a court appointed receiver, personal representative, trustee, conservator or guardian.

\_\_\_\_\_ This sale or transfer is by a governmental agency.

\_\_\_\_\_  
Signature(s) of Seller claiming exclusion  
Date \_\_\_\_\_

\_\_\_\_\_  
Buyer(s) to acknowledge Seller's claim  
Date \_\_\_\_\_

(IF YOU DID NOT CLAIM AN EXCLUSION IN SECTION 1, YOU MUST FILL OUT THIS SECTION.)

Section 2. SELLER'S PROPERTY DISCLOSURE STATEMENT

(NOT A WARRANTY)

(ORS 105.464)

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT \_\_\_\_\_ ("THE PROPERTY").

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS SELLER'S DISCLOSURE STATEMENT TO REVOKE BUYER'S OFFER BY DELIVERING BUYER'S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER'S BEHALF INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller \_\_\_\_\_ is/ \_\_\_\_\_ is not occupying the property.

I. SELLER'S REPRESENTATIONS:

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer.

\*If you mark yes on items with \*, attach a copy or explain on an attached sheet.

1. TITLE

A. Do you have legal authority to sell the property? ☐ Yes ☐ No ☐ Unknown

\*B. Is title to the property subject to any of the following: ☐ Yes ☐ No ☐ Unknown

- 1 (1) First right of refusal  
 2 (2) Option  
 3 (3) Lease or rental agreement  
 4 (4) Other listing  
 5 (5) Life estate?
- 6 \*C. Is the property being transferred an  
 7 unlawfully established unit of land? ☐ Yes ☐ No ☐ Unknown
- 8 \*D. Are there any encroachments, boundary  
 9 agreements, boundary disputes or recent  
 10 boundary changes? ☐ Yes ☐ No ☐ Unknown
- 11 \*E. Are there any rights of way, easements,  
 12 licenses, access limitations or claims that  
 13 may affect your interest in the property? ☐ Yes ☐ No ☐ Unknown
- 14 \*F. Are there any agreements for joint  
 15 maintenance of an easement or right of way? ☐ Yes ☐ No ☐ Unknown
- 16 \*G. Are there any governmental studies, designations,  
 17 zoning overlays, surveys or notices that would  
 18 affect the property? ☐ Yes ☐ No ☐ Unknown
- 19 \*H. Are there any pending or existing governmental  
 20 assessments against the property? ☐ Yes ☐ No ☐ Unknown
- 21 \*I. Are there any zoning violations or  
 22 nonconforming uses? ☐ Yes ☐ No ☐ Unknown
- 23 \*J. Is there a boundary survey for the  
 24 property? ☐ Yes ☐ No ☐ Unknown
- 25 \*K. Are there any covenants, conditions,  
 26 restrictions or private assessments that  
 27 affect the property? ☐ Yes ☐ No ☐ Unknown
- 28 \*L. Is the property subject to any special tax  
 29 assessment or tax treatment that may result  
 30 in levy of additional taxes if the property  
 31 is sold? ☐ Yes ☐ No ☐ Unknown
- 32
- 33 2. WATER
- 34 A. Household water
- 35 (1) The source of the water is (check ALL that apply):  
 36 ☐ Public ☐ Community ☐ Private  
 37 ☐ Other \_\_\_\_\_
- 38 (2) Water source information:
- 39 \*a. Does the water source require a water permit? ☐ Yes ☐ No ☐ Unknown  
 40 If yes, do you have a permit? ☐ Yes ☐ No
- 41 b. Is the water source located on the property? ☐ Yes ☐ No ☐ Unknown  
 42 \*If not, are there any written agreements for  
 43 a shared water source? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 44 \*c. Is there an easement (recorded or unrecorded)  
 45 for your access to or maintenance of the water

1	source?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
2	d. If the source of water is from a well or spring,				
3	have you had any of the following in the past				
4	12 months? <input type="checkbox"/> Flow test <input type="checkbox"/> Bacteria test				
5	<input type="checkbox"/> Chemical contents test	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
6	*e. Are there any water source plumbing problems				
7	or needed repairs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
8	(3) Are there any water treatment systems for				
9	the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
10	<input type="checkbox"/> Leased <input type="checkbox"/> Owned				
11	B. Irrigation				
12	(1) Are there any <input type="checkbox"/> water rights or <input type="checkbox"/> other				
13	irrigation rights for the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
14	*(2) If any exist, has the irrigation water been				
15	used during the last five-year period?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
16	*(3) Is there a water rights certificate or other				
17	written evidence available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
18	C. Outdoor sprinkler system				
19	(1) Is there an outdoor sprinkler system for the				
20	property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
21	(2) Has a back flow valve been installed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
22	(3) Is the outdoor sprinkler system operable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
23					
24	3. SEWAGE SYSTEM				
25	A. Is the property connected to a public or				
26	community sewage system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
27	B. Are there any new public or community sewage				
28	systems proposed for the property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
29	C. Is the property connected to an on-site septic				
30	system?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
31	If yes, was it installed by permit?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
32	*Has the system been repaired or altered?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
33	Has the condition of the system been				
34	evaluated and a report issued?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
35	Has it ever been pumped?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
36	If yes, when? _____				
37	[*D. Are there any sewage system problems or				
38	needed repairs?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
39	[E.] D. Does your sewage system require on-site				
40	pumping to another level?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
41	E. Is the septic system inspection report				
42	attached?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
43	If no, on what date do you expect to provide				
44	the septic system inspection report?				_____
45					

- 1 4. DWELLING INSULATION
- 2 A. Is there insulation in the:
- 3 (1) Ceiling? ☐ Yes ☐ No ☐ Unknown
- 4 (2) Exterior walls? ☐ Yes ☐ No ☐ Unknown
- 5 (3) Floors? ☐ Yes ☐ No ☐ Unknown
- 6 B. Are there any defective insulated doors or
- 7 windows? ☐ Yes ☐ No ☐ Unknown
- 8
- 9 5. DWELLING STRUCTURE
- 10 \*A. Has the roof leaked? ☐ Yes ☐ No ☐ Unknown
- 11 If yes, has it been repaired? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 12 B. Are there any additions, conversions or
- 13 remodeling? ☐ Yes ☐ No ☐ Unknown
- 14 If yes, was a building permit required? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 15 If yes, was a building permit obtained? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 16 If yes, was final inspection obtained? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 17 C. Are there smoke alarms or detectors? ☐ Yes ☐ No ☐ Unknown
- 18 D. Are there carbon monoxide alarms? ☐ Yes ☐ No ☐ Unknown
- 19 E. Is there a woodstove or fireplace
- 20 insert included in the sale? ☐ Yes ☐ No ☐ Unknown
- 21 \*If yes, what is the make? \_\_\_\_\_
- 22 \*If yes, was it installed with a permit? ☐ Yes ☐ No ☐ Unknown
- 23 \*If yes, is a certification label issued by the
- 24 United States Environmental Protection
- 25 Agency (EPA) or the Department of
- 26 Environmental Quality (DEQ) affixed to it? ☐ Yes ☐ No ☐ Unknown
- 27 \*F. Has pest and dry rot, structural or
- 28 "whole house" inspection been done
- 29 within the last three years? ☐ Yes ☐ No ☐ Unknown
- 30 \*G. Are there any moisture problems, areas of water
- 31 penetration, mildew odors or other moisture
- 32 conditions (especially in the basement)? ☐ Yes ☐ No ☐ Unknown
- 33 \*If yes, explain on attached sheet the frequency
- 34 and extent of problem and any insurance claims,
- 35 repairs or remediation done.
- 36 H. Is there a sump pump on the property? ☐ Yes ☐ No ☐ Unknown
- 37 I. Are there any materials used in the
- 38 construction of the structure that are or
- 39 have been the subject of a recall, class
- 40 action suit, settlement or litigation? ☐ Yes ☐ No ☐ Unknown
- 41 If yes, what are the materials? \_\_\_\_\_
- 42 (1) Are there problems with the materials? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 43 (2) Are the materials covered by a warranty? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 44 (3) Have the materials been inspected? ☐ Yes ☐ No ☐ Unknown ☐ NA
- 45 (4) Have there ever been claims filed for these

1	materials by you or by previous owners?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
2	If yes, when? _____				
3	(5) Was money received?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
4	(6) Were any of the materials repaired or				
5	replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
6					
7	6. DWELLING SYSTEMS AND FIXTURES				
8	If the following systems or fixtures are included				
9	in the purchase price, are they in good working				
10	order on the date this form is signed?				
11	A. Electrical system, including wiring, switches,				
12	outlets and service	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
13	B. Plumbing system, including pipes, faucets,				
14	fixtures and toilets	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
15	C. Water heater tank	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
16	D. Garbage disposal	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
17	E. Built-in range and oven	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
18	F. Built-in dishwasher	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
19	G. Sump pump	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
20	H. Heating and cooling systems	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
21	I. Security system <input type="checkbox"/> Owned <input type="checkbox"/> Leased	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	<input type="checkbox"/> NA
22	J. Are there any materials or products used in				
23	the systems and fixtures that are or have				
24	been the subject of a recall, class action				
25	settlement or other litigations?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
26	If yes, what product? _____				
27	(1) Are there problems with the product?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
28	(2) Is the product covered by a warranty?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
29	(3) Has the product been inspected?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
30	(4) Have claims been filed for this product				
31	by you or by previous owners?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
32	If yes, when? _____				
33	(5) Was money received?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
34	(6) Were any of the materials or products repaired				
35	or replaced?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
36					
37	7. COMMON INTEREST				
38	A. Is there a Home Owners' Association				
39	or other governing entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Unknown	
40	Name of Association or Other Governing				
41	Entity _____				
42	Contact Person _____				
43	Address _____				
44	Phone Number _____				
45	B. Regular periodic assessments: \$_____				



- 1 per ☐Month ☐Year ☐Other \_\_\_\_\_
- 2 \*C. Are there any pending or proposed special  
3 assessments? ☐Yes ☐No ☐Unknown
- 4 D. Are there shared 'common areas' or joint  
5 maintenance agreements for facilities like  
6 walls, fences, pools, tennis courts, walkways  
7 or other areas co-owned in undivided interest  
8 with others? ☐Yes ☐No ☐Unknown
- 9 E. Is the Home Owners' Association or other  
10 governing entity a party to pending litigation  
11 or subject to an unsatisfied judgment? ☐Yes ☐No ☐Unknown ☐NA
- 12 F. Is the property in violation of recorded  
13 covenants, conditions and restrictions or in  
14 violation of other bylaws or governing rules,  
15 whether recorded or not? ☐Yes ☐No ☐Unknown ☐NA
- 16
- 17 8. GENERAL
- 18 A. Are there problems with settling, soil,  
19 standing water or drainage on the property  
20 or in the immediate area? ☐Yes ☐No ☐Unknown
- 21 B. Does the property contain fill? ☐Yes ☐No ☐Unknown
- 22 C. Is there any material damage to the property or  
23 any of the structure(s) from fire, wind, floods,  
24 beach movements, earthquake, expansive soils  
25 or landslides? ☐Yes ☐No ☐Unknown
- 26 D. Is the property in a designated floodplain? ☐Yes ☐No ☐Unknown
- 27 E. Is the property in a designated slide or other  
28 geologic hazard zone? ☐Yes ☐No ☐Unknown
- 29 \*F. Has any portion of the property been tested  
30 or treated for asbestos, formaldehyde, radon  
31 gas, lead-based paint, mold, fuel or chemical  
32 storage tanks or contaminated soil or water? ☐Yes ☐No ☐Unknown
- 33 G. Are there any tanks or underground storage  
34 tanks (e.g., septic, chemical, fuel, etc.)  
35 on the property? ☐Yes ☐No ☐Unknown
- 36 H. Has the property ever been used as an illegal  
37 drug manufacturing or distribution site? ☐Yes ☐No ☐Unknown
- 38 \*If yes, was a Certificate of Fitness issued? ☐Yes ☐No ☐Unknown
- 39 \*I. Has the property been classified as  
40 forestland-urban interface? ☐Yes ☐No ☐Unknown
- 41
- 42 9. FULL DISCLOSURE BY SELLERS
- 43 \*A. Are there any other material defects affecting  
44 this property or its value that a prospective  
45 buyer should know about? ☐Yes ☐No

\*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs or remediation.

B. Verification:

The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

Seller(s) signature:

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

II. BUYER'S ACKNOWLEDGMENT

A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.

B. Each buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error or inaccuracy contained in another party's disclosure statement required by this section or any amendment to the disclosure statement.

C. Buyer (which term includes all persons signing the 'buyer's acknowledgment' portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller's signature(s).

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER'S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER'S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER'S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER'S PROPERTY DISCLOSURE STATEMENT.

1 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

2

3 BUYER \_\_\_\_\_ DATE \_\_\_\_\_

4

5 Agent receiving disclosure statement on buyer's behalf to sign and date:

6

7 \_\_\_\_\_ Real Estate Licensee

8

9 \_\_\_\_\_ Real Estate Firm

10

11 Date received by agent \_\_\_\_\_

12

\_\_\_\_\_

13

14 **SECTION 7. Section 3 of this 2011 Act and the amendments to ORS 105.462, 105.464,**  
15 **105.475 and 105.485 by sections 1, 4, 5 and 6 of this 2011 Act apply to written offers to pur-**  
16 **chase real property tendered on or after the effective date of this 2011 Act.**

17

\_\_\_\_\_